

STATE OF HAWAII  
STATE PROCUREMENT OFFICE  
HONOLULU, HAWAII

LEGAL AD DATE: May 29, 1997

INVITATION FOR BIDS

NO. IFB-97-252-OH

SEALED BIDS

FOR

FURNISHING, DELIVERING AND INSTALLING

MEDICOM EQUIPMENT  
DESKTOP CONSOLES AND BASE STATION  
FOR  
DEPARTMENT OF HEALTH  
EMERGENCY MEDICAL SERVICES SYSTEM

will be received up to and opened at 2:00 p.m.

on

June 13, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl  
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to  
Sharon Koga, telephone 808/586-0562 or facsimile 808/586-0570.

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ROBERT J. GOVERNS, CPPB  
Procurement Officer

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Name of Company

IFB-97-252-OH

06/03/96

MEDICOM EQUIPMENT  
DESKTOP CONSOLES AND BASE STATION  
DEPARTMENT OF HEALTH  
EMERGENCY MEDICAL SERVICES SYSTEM  
IFB-97-252-0H

Procurement Officer  
State Procurement Office  
State of Hawaii  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted,

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Exact Legal Name of Offeror

Payment address, if other than  
street address at right:

\_\_\_\_\_  
Authorized Signature (Original)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Hawaii General Excise Tax Lic.  
I.D. No.: \_\_\_\_\_

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Social Sec. or Federal I.D. No.:

\_\_\_\_\_  
City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_  
Offeror is: \_\_\_ Individual \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Joint Venture

State of incorporation: Hawaii \_\_\_\_\_ \*Other \_\_\_\_\_

\*If "other", is corporate seal available in Hawaii? \_\_\_ Yes \_\_\_ No

The following bid is hereby submitted:

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Qty</u>	<u>Brand &amp;</u> <u>Model No.</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Bid Price</u>
1.	Command Plus Desktop (Model #Q3232)				
	St. Francis Medical Center (Liliha)	1 ea.	_____	\$_____	\$_____
2.	Comtegra Desktop Console (Model #L1926SP03)				
	Hilo Medical Center	1 ea.	_____	_____	_____
	Kona Community Hosp.	1 ea.	_____	_____	_____
3.	MTR2000 Base Station (Model #T5544X540)	1 ea.	_____	_____	_____
TOTAL SUM BID. . . . .					\$_____

Offeror shall provide information below on its personnel and facilities for equipment installation and servicing during the warranty period.

ISLAND OF OAHU

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Contractor's  
Representative: \_\_\_\_\_

ISLAND OF HAWAII

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Contractor's  
Representative: \_\_\_\_\_

## **SPECIAL PROVISIONS**

### **SCOPE**

The furnishing, delivering, and installing of the Medicom Communication Equipment, Desktop Consoles and Base Station, on the Islands of Oahu and Hawaii for the Emergency Medical Services System (EMSS), Department of Health (DOH), shall be in accordance with these Special Provisions, the attached Specifications and the General Terms and Conditions dated September 1, 1995, included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii, and the Department of Accounting and General Services' District Offices on Hawaii, Maui and Kauai.

### **OFFICERS-IN-CHARGE (OIC)**

For purposes of this contract, Mr. Clay Chan, EMS Specialist, EMSS, DOH, or his duly appointed representative is designated the Officer-in-Charge (OIC). Mr. Chan's telephone number is 733-9210.

### **BIDDER QUALIFICATION**

At the time of offer submittal, offeror must be factory authorized and fully qualified to install and service the offered equipment. Offeror shall be prepared to provide evidence that offeror has the adequate professional resources to provide all maintenance service, including that required on a 24-hour and/or emergency basis.

Installation of the communication equipment shall be made at the facilities specified on the OFFER FORM page, OF-2. Therefore, offeror must have available on each island where the equipment will be installed a facility or a permanent subcontracted maintenance facility, trained repair personnel, and an adequate stock of parts for the repair and maintenance of the equipment. Offeror shall furnish on the appropriate OFFER FORM pages, the name and location of each island's facility.

### **MULTIPLE OR ALTERNATE BIDS**

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

### **BID PREPARATION**

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Examination of Medical Facilities. Offeror is advised that installation and interfacing of console and base station equipment with the overall emergency medical communication system will be required.

Submission of a bid shall be evidence that the offeror understands the scope of the work involved and will comply with the specifications if awarded the contract. Offeror shall contact the Officers-in-Charge for further details.

Bid Price. Bid price shall be all inclusive, including but not limited to the cost for the equipment, delivery, installation, warranty, taxes, freight and any other costs incurred to provide the offered product and service.

Local Office. Offerors shall provide on OFFER FORM, pages OF-2, information regarding local office and/or responsible individual to be contacted on matters concerning the service installation facility on each island.

Brand/Manufacturer's Name and Model Number. **Offeror is advised that only the brand/manufacturer's name and model numbers listed will be acceptable.**

Offeror shall identify on the OFFER FORM page the exact brand or manufacturer's name and exact product model number, order number or other identifier(s), of each product offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of the bid item. If additional space is needed to provide complete product identification, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder's offer the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brochures and/or Specifications. Brochures and/or specifications literature verifying that the equipment offered conforms to the specifications called for shall be submitted within two (2) working days from date of State's request. Failure to submit such material as required shall be sufficient cause for rejection of the bid.

## **WARRANTY**

All equipment furnished shall be guaranteed by the contractor for a minimum period of one (1) year, parts and labor, from the date of acceptance or for the period guaranteed by the factory, whichever is longer, against defects resulting from the use of defective or inferior material or from negligent workmanship, or against all design and manufacturing defects.

The Contractor shall replace any defective workmanship and/or material at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.

The warranty service shall also include 24-hour technician response within 30 minutes of being contacted. The failure to repair the equipment within the contract time shall result in the assessment of liquidated damages.

## **METHOD OF AWARD**

Award, if made, will be to the responsive and responsible bidder submitting the lowest total sum bid price. Bidder shall bid on all items to qualify for award.

## **CONTRACT EXECUTION**

Successful bidder receiving award \$10,000 or more shall be required to enter into a formal written contract. No contract performance and payment bonds are required for this contract. Upon execution of the contract, the State will issue a Notice to Proceed specifying the contract commencement date.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

## **QUALITY OF EQUIPMENT**

The equipment furnished under these specifications shall be new and of the best quality of its respective kind, complete with all accessories, tools, and hardware required for their installation and operation. All equipment shall be of standard manufacture, insofar as possible with complete interchangeability of parts and sets. The equipment shall be completely assembled and free from defects which may render it unfit for use and shall be in good working order. Materials and replacement parts shall also be new, first quality and equal to the materials and parts of the original equipment.

Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of defective materials.

The State may, at any time, by written order, stop the delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

#### **DELIVERY, INSTALLATION AND ACCEPTANCE**

Equipment provided shall be delivered and installed within 120 days from Notice to Proceed. Equipment shall be installed at the medical facilities specified on the OFFER FORM page, OF-2. Contractor shall contact the OIC for specific instructions to schedule installation of the equipment.

Upon installation completion at each facility, the Contractor's representative shall be present for final delivery and acceptance of the equipment, for purposes of visual inspection and instructional use of the equipment, and/or for any other information requested by the State agency.

#### **INSTRUCTIONAL/OPERATIONAL/SERVICE MANUALS**

Operator's Manual. One operator's manual shall be furnished with each console. This manual shall provide a basic operational description of the equipment and other pertinent operational details. The manual shall be short, simple, and shall include pictures showing the various operator controls. This item is to be provided in addition to the service manual.

Installation Manual and Documentation. The installation manual shall consist of a printed section that describes the proper console installation procedures. It shall also include those details that are unique to the system, such as the digital address of each module and the termination point of each audio pair and auxiliary output function. The installation manual shall also include a maintenance section with board overlays, schematic diagrams, and theories of operations. Explanations of diagnostic display interpretations shall also be included.

#### **INVOICE**

The original and three copies of the invoice shall be submitted to the following:

Department of Health  
Emergency Medical Services System  
3627 Kilauea Avenue, Room 102  
Honolulu, HI 96816

The invoice shall reference the contract number.

#### **PAYMENT**

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.



The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

#### **LIQUIDATED DAMAGES**

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of FIFTY DOLLARS (\$50.00) per day for each and every calendar day the Contractor fails to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

#### **ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS**

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.



